

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin & Burnsed, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

**Easement & Maintenance
Agreement**

RESERVED FOR RECORDING

THIS AGREEMENT is entered into on the _____ day of _____, 2014, between **THE CITY OF LEESBURG, FLORIDA** (hereafter referred to as the "City"), P.O. Box 490630, Leesburg, FL 34749, and **LEESBURG REGIONAL MEDICAL CENTER, INC.** (hereafter referred to as "LRMC"), 600 East Dixie Avenue, Leesburg, FL 34748,

WITNESSETH:

THAT LRMC owns real property on which it is constructing an urgent care facility. LRMC desires to build a walking path as part of that facility, portions of which will be located in City road right of way. LRMC is building this walking path out of material other than the four inch thick concrete prescribed by the City's ordinances for sidewalks. LRMC has requested an easement for the walking path on City property, and permission from the City to use non - standard materials in constructing the walking path. The City has agreed to grant LRMC's requests contingent on it entering into an agreement to maintain the walking path.

NOW THEREFORE, for and in consideration of the granting by the City of approval to construct the walking path within its right of way, out of non - standard materials, as well as other good and valuable considerations in hand paid and given by each party to the other, the receipt and sufficiency of which are hereby acknowledged, LRMC and the City agree as set forth below:

1. The City grants to LRMC, its successors and assigns, a private, nonexclusive easement for the construction, use and maintenance of a walking path on City right of way. The location of this easement is depicted and described on Exhibit "A" attached (the "Sidewalk Easement"). LRMC must secure all permits from the City prior to commencement of construction, and the City must approve in writing the design, dimensions, location and other aspects of the walking path before commencement. LRMC may not install any improvements within the Sidewalk Easement without the prior, written consent of the City and issuance of all necessary permits and land use approvals.

2. The walking path shall be open for the use and enjoyment of the public as well as LRMC and those using its facilities on the site.

3. The City reserves unto itself, its successors and assigns, an easement for installation, repair, maintenance, and replacement of utilities, over, across, under and through the Sidewalk Easement. If it is necessary for the City to disturb the improvements placed by LRMC within the Sidewalk Easement, for utility purposes, the City shall minimize such disturbance to the extent reasonably practical, however LRMC shall bear the cost to repair or replace any improvements disturbed by the City's utility work.

4. LRMC shall bear full responsibility for the maintenance, repair, and replacement of the walking path and any other improvements placed or constructed by it within the Sidewalk Easement, shall keep the walking path in good order and repair, in a condition which allows safe pedestrian passage and does not present any hazards to pedestrians utilizing the walking path for its intended purposes, and shall not look to the City to perform, or pay for, any work on the walking path. The City shall have no responsibility whatsoever for its repair, maintenance or replacement. If LRMC fails to cure any deficiencies in its maintenance of the walking path, within 45 days after written notice from the City specifying the deficiencies, the City may either (a) terminate the Sidewalk Easement and require LRMC to remove the walking path and restore the Sidewalk Easement as prescribed in Paragraph 7 below, or (b) perform the necessary repair work and bill LRMC for the expense, in which case LRMC must pay the bill within 30 days of receipt after which the amount due shall bear interest at the highest rate allowed by law until paid. That the City has the right under this Paragraph to perform maintenance work at its option shall not be construed to impose any obligation on the City to do so, nor shall it be construed to impose on the City any liability for any death, injury to persons, or damage to property, arising from the defect(s) pointed out in the written notice to LRMC. All such liability shall remain the sole responsibility of LRMC.

5. LRMC shall indemnify the City and hold it harmless against any loss, claim, cause of action or damages, arising out of or related to any death, injury to persons or damage to property, caused wholly or partially by any defect in the walking path, failure of LRMC to maintain the walking path in good and safe condition, or other factors resulting from any failure of LRMC to abide by its responsibilities under this Agreement, along with all court costs and reasonable attorneys' fees incurred by the City in the defense of any such claim or cause of action.

6. LRMC may not assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior, written consent of the City, except that LRMC may assign its rights and delegate its duties to any person or entity who acquires fee simple title to the property on which LRMC is constructing its urgent care center, around which the walking path will circulate.

7. If LRMC no longer desires to use the Sidewalk Easement, it may abandon the Sidewalk Easement by giving written notice to the City no less than 180 days prior to the date it desires abandonment to take effect, accompanied by a written document, signed by LRMC in recordable form, relinquishing all rights of LRMC under this Agreement, to be recorded by the City on or after the effective date of abandonment. If it elects to abandon the Sidewalk Easement, LRMC must at its expense remove completely the walking path and any other improvements placed in the Sidewalk Easement by it, and restore the area of the Sidewalk Easement to its undisturbed, natural condition, with sod or other ground cover approved by the City installed in place of the walking path.

8. Any disputes arising under this Agreement shall be heard by a court of competent jurisdiction in Lake County, Florida. This Agreement shall be governed by the laws of Florida. This Agreement is not enforceable by anyone other than the City and LRMC, and neither the City nor LRMC intends by entering into this Agreement to create any rights in any third party whomsoever. In the event of litigation arising out of this Agreement, the prevailing party shall recover its reasonable court costs and attorneys' fees in addition to any other relief granted, whether at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any proceedings to collect or enforce a judgment obtained.

9. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, which are deemed by the parties to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be binding on the parties hereto, their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement

in reliance on, or on the basis of, any statement, promise, negotiation, representation, undertaking or agreement of the other party, verbal or written, which is not specifically set forth within the four corners of this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JOHN CHRISTIAN, Mayor

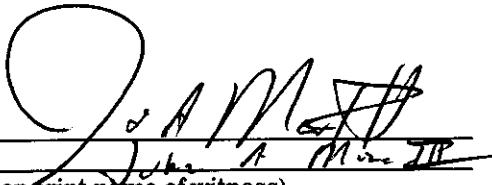
Attest: _____
BETTY RICHARDSON, City Clerk

APPROVED AS TO FORM AND CONTENT:

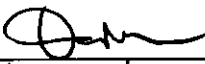
CITY ATTORNEY

WITNESSES:

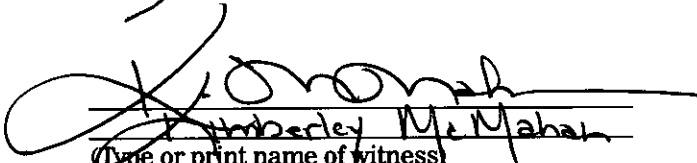
LEESBURG REGIONAL
MEDICAL CENTER, INC.



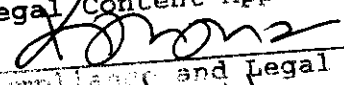
(Type or print name of witness)

BY: 

President & CEO
Type or print name and corporate title



(Type or print name of witness)

Legal Content Approved:

Compliance and Legal Dept.
2/20/14
Date

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared John Christian, as Mayor, and Betty Richardson, as City Clerk, respectively, of the City of Leesburg, Florida, who acknowledged before me on the _____ day of _____, 2014, that they executed the foregoing instrument, and who were either {CHECK ONE} ☐ personally known to me, or who ☐ produced _____ as identification.

NOTARY PUBLIC SIGNATURE

Commission Number

Type or print name of Notary Public

Commission Expiration Date

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared Donald G. Henderson, the President and CEO of Leesburg Regional Medical Center, Inc., who acknowledged before me on the 10 day of February, 2014, that (s)he executed the foregoing instrument, and who was either {CHECK ONE} ☒ personally known to me, or who ☐ produced _____ as identification.

Marlene Kimball
NOTARY PUBLIC SIGNATURE

Marlene Kimball
Type or print name of Notary Public



Commission Number

Commission Expiration Date

EXHIBIT "A"

DESCRIPTION :
MAINTENANCE AGREEMENT

That Portion of the Easterly Right of way of Childs street, as it exists on January 1st, 2014, Lying easterly of the east edge of pavement, north of the northerly right of way of Dixie Ave. (SR 44), and South of the Southerly Right of Way of Pine Street.

EXTENSION OF
PINE ST.
RIGHT OF WAY

PINE STREET

EAST RIGHT OF
WAY CHILDS ST.

EAST EDGE
OF PAVEMENT
CHILDS ST.

CHILD STREET

PROPOSED
WALKING PATH

MAINTENANCE AREA

EXTENSION OF
DIXIE AVE
RIGHT OF WAY

DIXIE AVENUE / STATE HIGHWAY 44

GENERAL NOTES

- 1: This is NOT A BOUNDARY SURVEY.
- 2: The sketch is to show existing site information and proposed improvements for the sole purpose of a graphical representation of description.
- 3: This sketch was prepared for the City of Leesburg and its assign's as there interests may appear. Use of this sketch by any other parties is Strictly forbidden.
- 4: Use of the sketch for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.
- 5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.
- 6: This is a bounded description no Bearings are represented on this drawing.
- 7: This sketch was prepared by the City of Leesburg, Public works Department, Engineering Division, under the direction of Adrian Parker, CPM / Development Review Coordinator. for the City of Leesburg



CITY OF LEESBURG
PUBLIC WORKS DEPT.
ENGINEERING DIVISION
550 S. 14th ST. - P.O. BOX 490630
LEESBURG, FLORIDA 34749
PHONE (352) 728-9755
FAX (352) 728-9879

SKETCH AND DESCRIPTION
RIGHT OF WAY IMPROVEMENT
MAINTENANCE AGREEMENT
CITY OF LEESBURG AND
CENTRAL FLORIDA HEALTH ALLIANCE

DATE: 02/07/2014
DRAWN: ACP
CHECKED: ACP
APPROVED: _____
SCALE: NTS
FILE NO.: EA14001

SHEET
NUMBER
1
OF
1